

EXHIBIT 5

Ashley & Swenson, Inc.

February 27, 2012

Mr. Brenton Trotter
Trotter Doors, LLC
P.O. Box 720859
Oklahoma City, OK 73172

Re: *Trotter Overhead Door, Inc. v. Trotter Doors, LLC & Brenton Wayne Trotter*
CIV-11-1348, U.S.D.C., Western District of Oklahoma

Insured: Trotter Doors, LLC
Policy No: Q61020359
Claim No: AM051542
Date of Loss: 11/30/2011
Our File No: 211-12-103

Dear Mr. Trotter:

I am writing on behalf of your commercial general liability insurer, American Modern Select Insurance Company ("AMSIC") regarding the above lawsuit. Receipt of suit papers was the first notice of loss to the insurer.

The suit seeks money damage and injunctive relief allegedly caused by various business practices of Trotter Doors, LLC and Brenton Wayne Trotter, individually. The suit states four causes of action, briefly summarized as follows:

Count I: Unfair Competition/False Advertising/False Designation Of Origin

This count alleges violation of the Lanham Act, 15 U.S.C. § 1125(a), for trademark infringement that confuses or misleads the public as to with whom they are dealing. Plaintiff seeks injunctive relief and, also, treble money damages inclusive of profits and attorney fees [Complaint, ¶16-23].

Count II: Violation Of The Anticybersquatting Consumer Protection Act

This count alleges violation of §1125(d) of the Lanham Act, as a result of the registering, trafficking or using of nineteen (19) listed domain names that are confusingly similar to, or dilutive of Plaintiff's trademark or personal name, for which Plaintiff seeks injunctive relief and money damages in the amount of \$100,000 per domain name or trebled profits plus costs and attorney fees [Complaint, ¶24-30].

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□ Michael Ashley * PO Box 471693 * Tulsa, OK * 74147-1693 * (918) 665-1544

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Count III: Violation Of The Oklahoma Deceptive Trade Practices Act

This count is brought under the Oklahoma Deceptive Trade Practices Act, 78 O.S. §53, for the knowing and false representation as to sponsorship, approval, affiliation, connection, association with or certification by plaintiff and efforts to pass off the Insured's services as those of Plaintiff or passing off Plaintiff's services as those of the Insured and the trading on Plaintiff's goodwill, for which Plaintiff seeks recovery of attorney fees [Complaint, ¶31-34].

Count IV: Unfair Competition, Trademark Infringement, Passing Off

This count essentially seeks relief under the state common law for the same kinds of conduct as alleged in the first three counts.

PRAYER FOR RELIEF

Plaintiff seeks injunctive relief to prohibit such conduct and, in addition (a) unspecified actual damages, including the Insured's profits, all of which the Plaintiff seeks to have trebled; (b) \$100,000 for each infringing domain; (c) costs of suit and attorney fees.

Because of the uncertainty regarding the underlying facts and whether Plaintiff seeks damages to which the insurance applies, it is AMSIC's intention to investigate this matter under a full and complete reservation of rights without waiving any policy provision or rights thereunder. We also bring to your attention the possibility that the insurance may not apply in whole or in part to the claim for damages.

NOTICE THAT INSURANCE MAY NOT APPLY

The referenced commercial general liability policy provides three different coverages. **Coverage A** provides coverage for an insured's liability for "bodily injury" and/or "property damage" to the person or property of another. **Coverage B** provides coverage for "personal or advertising injury". **Coverage C** provides medical payments coverage.

It does not appear that the suit makes any claims for "bodily injury" or "property damage" or "medical payments" to which **Coverage A** or **Coverage C** would apply.

It appears that the only insurance that might possibly apply to the Plaintiff's claims would be that provided under **Coverage B -- Personal and Advertising Injury Liability**. This insurance is limited only to injury arising out of seven (7) offenses that are defined in the policy, Coverage Form CG 00 01 07 98 (page 10 of 11), as follows:

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SECTION V – DEFINITIONS

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

AMSIC also brings to your attention that not all injury arising out of the enumerated offenses are covered losses due to various exclusions, including those stated under Coverage B, paragraph 2.b, Coverage Form, page 4 of 11, as follows:

SECTION 1 – COVERAGES

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury":
 - (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
 - (2) Arising out of oral or written publication of

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- material), if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (4) Arising out of a criminal act committed by or at the direction of any insured;
 - (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
 - (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement";
 - (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
 - (9) Committed by an Insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or
 - (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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2. Each of the following is also an insured:

- a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

ASSIGNMENT OF DEFENSE COUNSEL

AMSIC agrees to provide a defense of the suit going forward and agrees that your attorney, Martin G. Ozinga, PHILLIPS MURRAH PC, will serve as defense counsel. Because you have stated that Brenton Wayne Trotter is a member and/or manager of Trotter Doors, LLC, AMSIC agrees to provide this defense for Trotter Doors, LLC and Brenton Wayne Trotter, subject to the provisions, conditions and limitations stated in SECTION II – WHO IS AN INSURED.

NOTICE OF RIGHT TO RETAIN INDEPENDENT COUNSEL

Because the insurance may not apply in whole or in part and/or there may not be adequate insurance to satisfy a judgment, Trotter Doors, LLC and/or Brenton Wayne Trotter have the right to retain an attorney to advise them in these matters. However, please be advised that any legal fees, costs or expenses incurred in this regard will be at Trotter Doors, LLC and/or Brenton Wayne Trotter's obligation and expense and will not be paid by the insurer.

RESERVATION OF RIGHTS

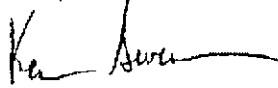
AMSIC will continue to investigate the allegations and provide defense counsel to represent Trotter Doors, LLC and Brenton Wayne Trotter. Any investigation and/or assumption of the defense of the lawsuit is not a waiver of any rights of the insurer under the Policy and any such activity is and will be done under a full and complete Reservation of Rights, including the right to assert any and all policy defenses whether or not stated in this correspondence and/or the right to withdraw defense of the lawsuit upon a determination that AMSIC has no duty to defend. In the event of any withdrawal from the defense of the lawsuit, you will be given written notice of that decision and a reasonable time to retain counsel of your choosing to continue the defense. The insurer expressly reserves for later determination any and all questions of insurance coverage

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and/or the duty to defend and/or any and all other questions arising or which may in the future arise under the Policy.

Sincerely,



Ken Swenson
Adjuster

- cc: Michael Birdsong Insurance Agency
5916 W Hefner Road
Oklahoma City, OK 73162
- cc: Martin G. Ozinga, Esq.
Phillips Murrah P.C.
Corporate Tower, 13th Floor
101 N Robinson Avenue
Oklahoma City, OK 73102
- cc: American Modern Select Insurance Company
c/o Jaeger + Haines, Inc.

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